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June 21, 2006

VIA HAND DELIVERY

The Honorable Charles L. A. Terreni
Chief Clerk and Administrator
The Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

RE: Docket 2006-91-E; Application for Approval of Proposed Addition to Duke Power's Service Regulations and Various Tariffs to Address Early Contract Termination.
Updated Service Regulations and Rate Schedules

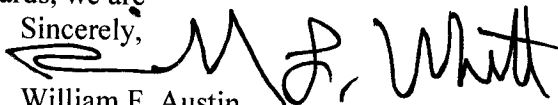
Dear Mr. Terreni,

On April 28, 2006, in the above referenced Docket, the Public Service Commission of South Carolina issued its Order, "Clarifying Responsibilities of Parties with regard to Early Termination or Amendment" (Order No. 2006-273) which approved Duke Power Company LLC d/b/a Duke Energy Carolinas, LLC's (Duke Energy Carolinas) request to modify the following.

These were, Leaf "A" of Duke Energy Carolinas Service Regulations; Rate Schedules G, W, GA, 9, BC, TS, GB, GT, I, IT, OPT, HP, PG, EV-X, MP, IS and PV; and On-Site Generation Service Program tariff to add or clarify provisions regarding the customer's obligations upon termination of or amendment to the customer's electric service agreement prior to the expiration of the initial term of contact.

Enclosed are ten collated and ten un-collated sets of the revised Service Regulation and tariffs reflecting these modifications. Please let us know if you have any questions or concerns.

With kind regards, we are
Sincerely,



William F. Austin
Richard L. Whitt

RLW/dss

Enclosures

CC: A.R. Watts
Nanette Edwards, Esquire
(both of the South Carolina Office of Regulatory Staff)
(all without enclosures)

DUKE POWER COMPANY LLC
d/b/a DUKE ENERGY CAROLINAS, LLC
SOUTH CAROLINA ONLY
INDEX OF RATE SCHEDULES
EFFECTIVE April 28, 2006

<u>Electricity Schedule Name</u>	<u>Schedule Designation</u>	<u>Series No.</u>	<u>Leaf No.</u>	<u>Original or Revised Leaf</u>
Residential Service	RS (SC)	4	11	25 th Revised
Residential Service, Electric Water Heating and Space Conditioning	RE (SC)	4	13	26 th Revised
Residential Service, Energy Star	ES (SC)	4	14	1 st Revised
Residential Service, Time-of-Use	RT (SC)	4	15	25 th Revised
Residential Service, Water Heating, Controlled / Submetered	WC (SC)	4	17	25 th Revised
Residential Service	RB (SC)	4	18	24 th Revised
General Service	G (SC)	4	20	25 th Revised
General Service, Water Heating	W (SC)	4	22	24 th Revised
General Service, All-Electric	GA (SC)	4	24	24 th Revised
General Service, Miscellaneous				
Service to Cotton Gins	9 (SC)	4	25	24 th Revised
Building Construction Service	BC (SC)	4	26	24 th Revised
Outdoor Lighting Service	OL (SC)	4	32	28 th Revised
Floodlighting Service	FL (SC)	4	30	27 th Revised
Street and Public Lighting Service	PL (SC)	4	34	26 th Revised
Traffic Signal Service	TS (SC)	4	38	24 th Revised
General Service	GB (SC)	4	27	24 th Revised
General Service, Time-of-Use	GT (SC)	4	28	25 th Revised
Industrial Service	I (SC)	4	41	24 th Revised
Industrial Service, Time-of-Use	IT (SC)	4	48	24 th Revised
Optional Power Service, Time-of-Use	OPT (SC)	4	51	26 th Revised
Hourly Pricing for Incremental Load, Flexible Baseline (Pilot)	HP-FLEX (SC)	4	53	Original
Hourly Pricing for Incremental Load	HP-X (SC)	4	54	5 th Revised
Parallel Generation	PG (SC)	4	55	25 th Revised
Electric Vehicle Service (Pilot)	EV-X (SC)	4	56	18 th Revised
Industrial Diversity	DIV (SC)	4	57	12 th Revised
Multiple Premises Service (Pilot)	MP (SC)	4	58	13 th Revised
Adjustment For Fuel Costs		4	50B	19 th Revised
Residential Load Control Rider	LC (SC)	4	70	5 th Revised
Interruptible Power Service Rider	IS (SC)	4	80	1 st Revised
Curtable Service Rider (Pilot)	CS (SC)	4	81	Original
Standby Generator Control Rider	SG (SC)	4	82	2 nd Revised
Economic Development for New Load	NL (SC)	4	83	Original
Economic Development Rider	EC (SC)	4	84	1 st Revised
Interim True-Up of Deferral Accounts Rider		4	86	Original
Economic Redevelopment Rider	ER (SC)	4	87	1 st Revised
Purchased Power	PP (SC)	4	90	Original
Resale Service, Municipalities and Public Utilities Companies	10A	4	102	2 nd Revised

Programs and Pilots not reflected in Rate Schedules or Riders

Existing Residential Housing Program	4	142	4 th Revised
Residential Trade Ally Program	4	312	1 st Revised
Electric Products for Commercial Facilities	4	316	Original
Other programs and plans			
Remote Meter Reading and Usage Data Service	4	320	1 st Revised
Levelized Billing Program	4	322	Original
General Service Fixed Payment Plan (Pilot)	4	323	1 st Revised
On-Site Generation Service Program	4	350	1 st Revised

Underground Distribution Installation Plan

Service Regulations

Series 4 Leaves

Leaf A	1 st Revised	Leaf F	1 st Revised	Leaf K	Original
Leaf B	Original	Leaf G	Original	Leaf L	Original
Leaf C	2 nd Revised	Leaf H	Original	Leaf M	Original
Leaf D	2 nd Revised	Leaf I	Original		
Leaf E	2 nd Revised	Leaf J	Original		

ELECTRICITY (Closed Schedules)

Greenwood Rates:

The Company purchased the properties of the Greenwood County, South Carolina Electric Power Commission effective July 1, 1966. The Company agreed to maintain the same, or lower electric rates for all locations served in the former Greenwood County Electric System. Accordingly, certain locations continue to be billed on the former rates, which have been filed with the South Carolina Public Service Commission, Order No. E-969, Docket No. 13277. These rates are not available to new Connections made on and after July 1, 1966.

SCHEDULE G (SC)
GENERAL SERVICE

AVAILABILITY (South Carolina Only)

Available to the individual customer.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge	\$6.85
II.	Demand Charge	
	For the first 30 KW of Billing Demand per month	No Charge
	For all over 30 KW of Billing Demand per month	\$3.28 per KW
II.	Energy Charge	
	<u>For the First 125 kWh per KW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month	9.9634 cents per kWh
	For the next 87,000 kWh per month	5.0594 cents per kWh
	For all over 90,000 kWh per month	3.2936 cents per kWh
	<u>For the Next 275 kWh per KW Billing Demand per Month:</u>	
	For the first 6,000 kWh per month	5.1300 cents per kWh
	For the next 95,000 kWh per month	5.0680 cents per kWh
	For the next 39,000 kWh per month	4.4395 cents per kWh
	For the next 60,000 kWh per month	4.4278 cents per kWh
	For all over 200,000 kWh per month	4.3645 cents per kWh
	<u>For all Over 400 kWh per KW Billing Demand per Month:</u>	
	For the first 1,000,000 kWh per month	4.2564 cents per kWh
	For all over 1,000,000 kWh per month	3.9958 cents per kWh

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand in the previous 12 months including the month for which the bill is rendered.
2. Fifty percent (50%) of the Contract Demand.
3. 30 kilowatts (KW)

The Company will install a permanent demand meter when the monthly usage of the Customer equals or exceeds 3,000 kWh per month, or when tests indicate a demand of 15 KW or more. The Company may, at its option, install a demand meter for any customer served under this schedule.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly

\$1.49 per KW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual

\$28.40 per KW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE W (SC)
GENERAL SERVICE
WATER HEATING

AVAILABILITY (South Carolina Only)

Available only to customers on Schedule G or I receiving service at 575 volts or less. Service under this Schedule is available for water heating purposes other than space heating. Water heaters must be of the insulated storage type.

TYPE OF SERVICE

The Company will furnish 60 Hertz service, single-phase or three-phase, sub-metered at the same point of delivery and at the same voltage as the energy which is delivered to the Customer on Schedule G or Schedule I.

The hours of use under this Schedule shall be under the control of the Company and may be limited to fifteen hours out of each twenty-four hours.

RATE:

For the first 100 kWh used per month	8.0698 cents per kWh
For all over 100 kWh used per month	5.6514 cents per kWh

Exceptions:

Where electric water heating energy is supplied on this Schedule to landlords who supply domestic hot water to not more than four tenants in small apartment houses or in certain small commercial establishments, and no other energy is used by the landlord, the Company may choose not to install a meter for Schedule G. In such cases the Company will add a Basic Facilities Charge of \$6.85 per month to the bill as calculated above. The minimum monthly bill under such an arrangement will be in accordance with the provisions of Schedule G, and the billing demand will be that of the water heater, or estimated at 4 KW if not known.

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year and thereafter until terminated by either party on thirty days' written notice.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE GA (SC)
GENERAL SERVICE, ALL-ELECTRIC

AVAILABILITY (South Carolina Only)

Available only to establishments in which environmental space conditioning is required and all energy for all such conditioning (heating and cooling) is supplied electrically through the same meter as all other electric energy used in the establishment. However, if any such establishment contains residential housekeeping units, all energy for all water heating and cooking for such units is also supplied electrically.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise, and all electric energy used in the establishment must be provided by the Company.

To qualify for service under this Schedule, space conditioning systems shall be permanently installed in accordance with sound engineering practices and the manufacturer's recommendation.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Power Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge	\$7.80	
II.	Demand Charge		
	For the first 30 KW of Billing Demand per month	No Charge	
	For all over 30 KW of Billing Demand per month	\$3.28 per KW	
II.	Energy Charge	Billing Months April - November	Billing Months December - March
	<u>For the First 125 kWh per KW Billing Demand per Month:</u>		
	For the first 3,000 kWh per month	9.9634 cents per kWh	9.4531 cents per kWh
	For the next 87,000 kWh per month	5.0594 cents per kWh	4.7943 cents per kWh
	For all over 90,000 kWh per month	3.2936 cents per kWh	3.1168 cents per kWh
	<u>For the Next 275 kWh per KW Billing Demand per Month:</u>		
	For the first 6,000 kWh per month	5.1300 cents per kWh	4.8613 cents per kWh
	For the next 95,000 kWh per month	5.0680 cents per kWh	4.8024 cents per kWh
	For the next 39,000 kWh per month	4.4395 cents per kWh	4.2054 cents per kWh
	For the next 60,000 kWh per month	4.4278 cents per kWh	4.1942 cents per kWh
	For all over 200,000 kWh per month	4.3645 cents per kWh	4.1342 cents per kWh
	<u>For all Over 400 kWh per KW Billing Demand per Month:</u>		
	For the first 1,000,000 kWh per month	4.2564 cents per kWh	4.0314 cents per kWh
	For all over 1,000,000 kWh per month	3.9958 cents per kWh	3.7838 cents per kWh

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand in the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand.
4. 15 kilowatts (KW)

Note: The minimum billing demand for contracts made prior to March 15, 1971 shall be 5 KW until the maximum integrated thirty-minute demand becomes 15 KW, after which the minimum billing demand for such contracts shall be 15 KW.

The Company will install a permanent demand meter for all customers served under this Schedule.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly

\$1.49 per KW per month of Billing Demand

Annual

\$28.40 per KW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate Above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

South Carolina Twenty-Fourth Revised Leaf No. 24

Effective for bills on and after April 28, 2006

PSCSC Docket No. 2006-91-E

Order No. 2006-273

SCHEDULE 9 (SC)
SERVICE TO COTTON GINS

AVAILABILITY (South Carolina Only)

Available only to Cotton Gins purchasing all power requirements from the Company at primary voltage.

This Schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz, three-phase service through one meter, at one delivery point, at the available primary distribution voltage. The Customer shall provide, own, and maintain transformers and associated equipment necessary to obtain utilization voltage, and metering shall be on the Company's side of such transformers.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

10.7184 cents per kWh

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

MINIMUM BILL

None

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years when the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE BC (SC)
BUILDING CONSTRUCTION SERVICE

AVAILABILITY (South Carolina Only)

Available only as temporary service to builders for use in the construction of buildings or other establishments which will receive, upon completion, permanent electric service from the Company's lines.

This Schedule is not available for permanent service to any building or other establishment, or for service to construction projects of types other than those described above. This Schedule is not available to rock crushers, asphalt plants, carnivals, fairs, or other non-permanent connections. Such service will be provided on the Company's General Service Schedule.

This Schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at 120/240 volts, single phase.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

For the first 50 kWh used per month	\$5.04 plus 0.4040 cents per kWh
For all over 50 kWh used per month	5.7201 cents per kWh

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

MINIMUM BILL

\$5.04 per month

OTHER CHARGES

There will be no charge for connection and disconnection of the temporary service if the builder accepts delivery at a point where the Company deems such delivery feasible; otherwise, there will be a charge as follows: Overhead service conductors, transformers and line extensions necessary to serve such requirements will be erected and dismantled at actual cost subject to credit for facilities which may remain in permanent service. The actual cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed.

If the builder or his subcontractors require additional temporary services at the same construction site, a charge, computed as in the foregoing, shall be made for each such service.

The Company may require a deposit equal to the estimated cost of connection and disconnection plus the estimated billing on the foregoing rate for the period involved, said deposit to be returned if the contract period is fulfilled.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The term of this contract shall be the estimated length of time, declared by the builder on making application for service, required for completion of construction at the location where service is requested. The builder shall notify the Company when construction is completed. If at any time during the term of this contract, inspection discloses construction completed, or energy being used for purposes other than that set forth in this Schedule, the contract shall be deemed terminated, and billing for service thereafter, until disconnection is requested, shall be on the Company's General Service Schedule.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE TS (SC)
TRAFFIC SIGNAL SERVICE

AVAILABILITY (South Carolina Only)

Available to municipalities in which the Company owns and operates the electric distribution system, and to County, State, and Federal Authorities, in areas served by the Company, for the energy requirements of traffic and safety signal systems.

Power delivered under this Schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at 120/240 volts, single-phase.

RATE:

Basic Facilities Charge	\$2.76
For the first 10 kWh used per month	0.1739 cents per kWh
For the next 40 kWh used per month	16.0024 cents per kWh
For all over 50 kWh used per month	5.6656 cents per kWh

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

MINIMUM BILL

\$2.76 per month

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of, and be due and payable with, the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year and thereafter until terminated by either party on thirty days' written notice.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE GB (SC)
GENERAL SERVICE

AVAILABILITY (South Carolina Only)

This Schedule is closed and not available for service to customers at locations where the Customer was not served by the Company prior to the effective date of this Schedule, December 1, 1981.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

This Schedule is not available to the individual customer who qualifies for a residential schedule nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

The Energy Charge for customers receiving service in establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electrical energy consumption of such establishment is used for its manufacturing processes is shown below under "Industrial Service". The rate for all other customers on this schedule is shown under "General Service".

	<u>General Service</u>	<u>Industrial Service</u>
I. Basic Facilities Charge	\$16.38	\$16.38
II. Energy Charge		
<u>For the First 125 kWh per KW Billing Demand per Month:</u>		
For the first 3,000 kWh per month	10.3750 cents per kWh	10.3750 cents per kWh
For the next 87,000 kWh per month	8.7986 cents per kWh	8.7986 cents per kWh
For all over 90,000 kWh per month	6.8942 cents per kWh	6.8942 cents per kWh
<u>For the Next 275 kWh per KW Billing Demand per Month:</u>		
For the first 6,000 kWh per month	7.4868 cents per kWh	7.4868 cents per kWh
For the next 134,000 kWh per month	5.0780 cents per kWh	5.0780 cents per kWh
For the next 60,000 kWh per month	4.7123 cents per kWh	4.7123 cents per kWh
For all over 200,000 kWh per month	4.3086 cents per kWh	4.3086 cents per kWh
<u>For all Over 400 kWh per KW Billing Demand per Month:</u>		
For the first 1,000,000 kWh per month	4.2078 cents per kWh	4.2078 cents per kWh
For all over 1,000,000 kWh per month	4.0564 cents per kWh	4.0564 cents per kWh

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

INTERIM LOAD RETENTION RIDER

The Company's Interim Load Retention Rider decrement will apply to service supplied to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes. The currently approved decrement is included in the rate above.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand in the previous 12 months including the month for which the bill is rendered.
2. Fifty percent (50%) of the Contract Demand.
3. 30 kilowatts (KW)

The Company will install a permanent demand meter when the monthly usage of the Customer equals or exceeds 3,000 kWh per month, or when tests indicate a demand of 15 KW or more. The Company may, at its option, install a demand meter for any customer served under this schedule.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly

\$1.52 per KW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual

\$28.95 per KW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE GT (SC)
GENERAL SERVICE, TIME-OF-USE

AVAILABILITY (South Carolina Only)

This Schedule is closed and not available to customers or locations not served on this Schedule prior to October 8, 1985 and shall remain in effect for customers under continually effective agreements for this Schedule made prior to October 8, 1985.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge per month	\$36.43	
II.	Demand Charge	Summer Months June 1 – September 30	Winter Months October 1 – May 31
	A. On-Peak Demand Charge per month	\$14.74 per KW	\$8.46 per KW
	B. Economy Demand Charge per month	\$ 1.08 per KW	\$1.08 per KW
III.	Energy Charge		
	A. All On-Peak Energy per month	3.7222 cents per kWh	3.7222 cents per kWh
	B. All Off-Peak Energy per month	2.9596 cents per kWh	2.9596 cents per kWh

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

	Summer Months June 1 – September 30	Winter Months October 1 – May 31
On-Peak Period Hours	12:00 noon – 10:00 p.m.	6:00 a.m. – 1:00 p.m.
Off-Peak Period Hours	Monday - Friday All other weekday hours and all Saturday and Sunday hours.	Monday - Friday

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately thirty (30) days.

Summer months' rates apply to service from June 1 through September 30. Winter months' rates apply to service from October 1 through May 31.

CONTRACT DEMAND

The Company will require contracts to specify the maximum demand to be delivered to the Customer which shall be the Contract Demand.

Where the Customer can restrict on-peak demand to levels considerably below that of the Contract Demand, the Company may also contract for a limited On-Peak Contract Demand in addition to the Contract Demand.

DETERMINATION OF BILLING DEMAND

- A. The On-Peak Billing Demand each month shall be the largest of the following:
1. The maximum integrated thirty-minute demand during the applicable summer or winter on-peak period during the month for which the bill is rendered.
 2. Fifty percent (50%) of the Contract Demand (or 50% of the On-Peak Contract Demand if such is specified in the contract)
 3. 15 kilowatts (KW)
- B. Economy Demand
To determine the Economy Demand, the larger of
1. The maximum integrated thirty-minute demand during the month for which the bill is rendered; or
 2. 50% of the Contract Demand
shall be compared to the On-Peak Billing Demand as determined in (A) above. If the demand determined by the larger of (B.1) and (B.2) above exceeds the On-Peak Billing Demand, the difference shall be the Economy Demand.

MINIMUM BILL

The monthly bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge, and Energy Charge, but the sum of the On-Peak Demand Charge and the Economy Demand Charge shall not be less than \$1.52 per month per KW of the Contract Demand. If the Customer's measured demand exceeds the Contract Demand, the Company may at any time establish the minimum based on the maximum integrated demand in the previous twelve months including the month for which the bill is rendered.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE I (SC)
INDUSTRIAL SERVICE

AVAILABILITY (South Carolina Only)

Available only to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

This Schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge per month	\$15.96
II.	Demand Charge	
	For the first 30 KW of Billing Demand per month	No Charge
	For all over 30 KW of Billing Demand per month	\$3.41 per KW
II.	Energy Charge	
	<u>For the First 125 kWh per KW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month	9.6655 cents per kWh
	For the next 87,000 kWh per month	4.9788 cents per kWh
	For all over 90,000 kWh per month	3.2944 cents per kWh
	<u>For the Next 275 kWh per KW Billing Demand per Month:</u>	
	For the first 140,000 kWh per month	4.9727 cents per kWh
	For the next 60,000 kWh per month	4.6311 cents per kWh
	For all over 200,000 kWh per month	4.1924 cents per kWh
	<u>For all Over 400 kWh per KW Billing Demand per Month:</u>	
	For the first 1,000,000 kWh per month	4.0369 cents per kWh
	For all over 1,000,000 kWh per month	3.8534 cents per kWh

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

INTERIM LOAD RETENTION RIDER

The Company's Interim Load Retention Rider decrement will apply to service supplied to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes. The currently approved decrement is included in the rate above.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

- A. For establishments served under this schedule where environmental space conditioning is required and all energy for all such conditioning (heating and cooling) is supplied electrically through the same meter as all other energy used in the establishment, the Billing Demand each month shall be the largest of the following:
1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
 2. Fifty percent (50%) of the maximum integrated thirty-minute demand in the previous 12 months including the month for which the bill is rendered.
 3. Fifty percent (50%) of the Contract Demand
 4. 15 kilowatts (KW)

Note: The minimum billing demand for contracts made prior to March 15, 1971, shall be 5 KW until the maximum integrated thirty-minute demand becomes 15 KW, after which the minimum billing demand for such contracts shall be 15 KW.

The Company will install a permanent demand meter for all customers meeting the requirements of (A) above.

- B. For all other customers served under this schedule, the Billing Demand each month shall be the largest of the following:
1. The maximum integrated thirty-minute demand in the previous 12 months including the month for which the bill is rendered.
 2. Fifty percent (50%) of the Contract Demand
 3. 30 kilowatts (KW)

The Company will install a permanent demand meter when the monthly usage of the Customer equals or exceeds 3,000 kWh per month, or when tests indicate a demand of 15 KW or more. The Company may, at its option, install a demand meter for any customer served under (B) above.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly

\$1.49 per KW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual

\$28.40 per KW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE IT (SC)
INDUSTRIAL SERVICE, TIME-OF-USE

AVAILABILITY (South Carolina Only)

This schedule is closed and not available to customers or locations not served on this Schedule prior to October 8, 1985, and shall remain in effect for customers under continually effective agreements for this Schedule made prior to October 8, 1985.

Available only to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

This Schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge	\$35.27	
II.	Demand Charge	Summer Months <u>June 1 – September 30</u>	Winter Months <u>October 1 – May 31</u>
	A. On-Peak Demand Charge per month	\$12.32 per KW	\$7.23 per KW
	B. Economy Demand Charge	\$1.05 per KW	\$1.05 per KW
II.	Energy Charge		
	A. All On-Peak Energy per month	3.7020 cents per kWh	3.7020 cents per kWh
	B. All Off-Peak Energy per month	2.9548 cents per kWh	2.9548 cents per kWh

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

	Summer Months <u>June 1 – September 30</u>	Winter Months <u>October 1 – May 31</u>
On-Peak Period Hours	12:00 noon – 10:00 p.m. Monday – Friday	6:00 a.m. – 1:00 p.m. Monday – Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours.	

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

Summer months' rates apply to service from June 1 through September 30. Winter months' apply to service from October 1 through May 31.

INTERIM LOAD RETENTION RIDER

The Company's Interim Load Retention Rider decrement will apply to service supplied to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes. The currently approved decrement is included in the rate above.

CONTRACT DEMAND

The Company will require contracts to specify the maximum demand to be delivered to the Customer which shall be the Contract Demand.

Where the Customer can restrict on-peak demand to levels considerably below that of the Contract Demand, the Company may also contract for a limited On-Peak Contract Demand in addition to the Contract Demand.

DETERMINATION OF BILLING DEMAND

A. The On-Peak Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand during the applicable summer or winter on-peak period during the month for which the bill is rendered.
2. Fifty percent (50%) of the Contract Demand (or 50% of the On-Peak Contract Demand if such is specified in the contract)
3. 15 kilowatts (KW)

B. Economy Demand

To determine the Economy Demand, the larger of

1. The maximum integrated thirty-minute demand during the month for which the bill is rendered; or
 2. 50% of the Contract Demand
- shall be compared to the On-Peak Billing Demand as determined in A. above. If the demand determined by the larger of B. 1 and B. 2 above exceeds the On-Peak Billing Demand, the difference shall be the Economy Demand.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the sum of the On-Peak Demand Charge and the Economy Demand Charge shall not be less than \$1.52 per month per KW of Contract Demand. If the Customer's measured demand exceeds the Contract Demand, the Company may at any time establish the minimum based on the maximum integrated demand in the previous twelve months including the month for which the bill is rendered.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE OPT (SC)
OPTIONAL POWER SERVICE, TIME-OF-USE

AVAILABILITY (South Carolina Only)

Available to the individual customer.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

This Schedule is not available to the individual customer who qualifies for a residential schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

<u>RATE:</u>			
I.	Basic Facilities Charge	\$33.54	
II.	Demand Charge	Summer Months	Winter Months
A.	On-Peak Demand Charge per month	<u>June 1 – September 30</u>	<u>October 1 – May 31</u>
	For the first 2000 KW of Billing Demand per month	\$13.16 per KW	\$7.69 per KW
	For the next 3000 KW of Billing Demand per month	\$11.67 per KW	\$6.40 per KW
	For all over 5000 KW of Billing Demand per month	\$ 9.40 per KW	\$4.74 per KW
B.	Economy Demand Charge per month	\$1.01 per KW	\$1.01 per KW
III.	Energy Charge		
	The Energy Charge for customers receiving service in establishments classified as “Manufacturing Industries” by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electrical energy consumption of such establishment is used for its manufacturing processes is shown below under “Industrial Service”. The rate for all other customers on this schedule is shown under “General Service”.		
		<u>General Service</u>	<u>Industrial Service</u>
		<u>All Months</u>	<u>All Months</u>
A.	All On-Peak Energy per month	4.7928 cents per kWh	4.7928 cents per kWh
B.	All Off-Peak Energy per month	2.1327 cents per kWh	2.1327 cents per kWh

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

	Summer Months	Winter Months
	<u>June 1 – September 30</u>	<u>October 1 – May 31</u>
On-Peak Period Hours	1:00 p.m. – 9:00 p.m.	6:00 a.m. – 1:00 p.m.
	Monday – Friday	Monday – Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours.	

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

INTERIM LOAD RETENTION RIDER

The Company's Interim Load Retention Rider decrement will apply to service supplied to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes. The currently approved decrement is included in the rate above.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately thirty (30) days.

Summer months' rates apply to service from June 1 through September 30. Winter months' rates apply to service from October 1 through May 31.

For customers in billing cycles 1-14 and 21-34, summer months' rates apply to the billing months of July through October. Winter months' rates apply to the billing months of November through June.

CONTRACT DEMAND

The Company will require contracts to specify the maximum demand to be delivered to the Customer which shall be the Contract Demand.

Where the Customer can restrict on-peak demand to levels considerably below that of the Contract Demand, the Company may also contract for a limited On-Peak Contract Demand in addition to the Contract Demand.

DETERMINATION OF BILLING DEMAND

A. The On-Peak Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand during the applicable summer or winter on-peak period during the month for which the bill is rendered.
2. Fifty percent (50%) of the Contract Demand (or 50% of the On-Peak Contract Demand if such is specified in the contract)
3. 15 kilowatts (KW)

B. Economy Demand

To determine the Economy Demand, the larger of

1. The maximum integrated thirty-minute demand during the month for which the bill is rendered; or
 2. 50% of the Contract Demand
- shall be compared to the On-Peak Billing Demand as determined in A. above. If the demand determined by the larger of B. 1 and B. 2 above exceeds the On-Peak Billing Demand, the difference shall be the Economy Demand.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the sum of the On-Peak Demand Charge and the Economy Demand Charge shall not be less than \$1.49 per month per KW of Contract Demand. If the Customer's measured demand exceeds the Contract Demand, the Company may at any time establish the minimum based on the maximum integrated demand in the previous twelve months including the month for which the bill is rendered.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE HP-X (SC)
HOURLY PRICING FOR INCREMENTAL LOAD

AVAILABILITY (South Carolina Only)

Available to non-residential establishments with a minimum Contract Demand of 1000 KW who qualify for service under the Company's rate schedules G, GA, I, GT, IT, OPT, or PG, at the Company's option on a voluntary basis. The maximum number of customers on the system to be served under this schedule is one hundred fifty (150).

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available for a customer who qualifies for a residential schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

The Company may cancel this schedule at any time it deems necessary.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

BILL DETERMINATION

The monthly bill under this schedule shall be the sum of the Baseline Charge, Rationing Charge, Incremental Demand Charge, Standby Charge (if applicable), and Energy Charge and shall be the minimum bill.

Where: Baseline Charge = \$ amount calculated from CBL
Rationing Charge = Sum of [(New Load kWh per hour – Reduced Load kWh per hour) X Hourly Rationing Charge]
Incremental Demand Charge = Incremental Demand KW X \$.25 per KW
Standby Charge = (see Provision for Customers Operating in Parallel with the Company)
Energy Charge = (a) + (b)

Where:

(a) = Sum of [(New Load kWh per hour – Reduced Load kWh per hour) X Hourly Energy Charge]
(b) = Net New Load kWh X .5 Cents per kWh Incentive Margin

DEFINITIONS

Customer Baseline Load (CBL): The CBL (kWh per hour) is one full year (365 days) of the individual customer's hourly loads representing the customer's energy use and load pattern on the applicable qualifying rate schedule. The CBL, as agreed to by the Customer and the Company, is used to define the level of kWh in each hour, above which all kWh will be billed at the hourly energy prices described under Schedule HP-X.

New Load: New Load (kWh per hour) is the amount by which actual kWh in any hour exceeds the CBL kWh for the same hour.

Reduced Load: Reduced Load (kWh per hour) is the amount by which actual kWh in any hour is less than the CBL kWh for the same hour.

Net New Load: Net New Load (kWh per month) is the sum of New Load kWh per hour during the month less the sum of Reduced Load kWh per hour during the month.

SCHEDULE HP-X (SC) continued

Incremental Demand: The Incremental Demand for local distribution facilities (KW per month) is the amount by which the maximum integrated 30-minute demand during the month for which the bill is rendered exceeds billing demand used in determining the baseline charge for the same period.

Month: The term "month" as used in the Schedule means the period intervening between readings of electronic pulse data for the purpose of monthly billings. Such data will be collected each month at intervals of approximately thirty (30) days.

Contract Demand: The Company will require contracts to specify a Contract Demand which will be the maximum demand to be delivered under normal conditions.

RATE:

Baseline Charge: The Baseline Charge (\$/month) is determined each month by calculating a bill on the current revision of the customer's qualifying rate schedule using Customer Baseline Load for the month to arrive at the appropriate monthly demand and energy amounts. All provisions of the qualifying rate schedule, including Determination of Billing Demand, Minimum Bill, Adjustment for Fuel Cost, Extra Facilities Charge, Interconnection Facilities Charge, etc. will apply to the bill calculation used to determine the Baseline Charge.

Rationing Charge: The Rationing Charge (¢/kWh) consists of a generation component and/or a transmission component and/or a distribution component and will be determined on an hourly basis during the month. The generation component applies to any hour of the month when low reserve margins for available generation are expected to require the operation of combustion turbines. The transmission and/or distribution component applies to any hour during the billing month when the system demand is expected to exceed 90 percent of the forecasted summer peak demand. The transmission component applies to customers served from the transmission system. Both the transmission and distribution components apply to customers served from the distribution system. If none of the above conditions occur during the month, the Rationing Charge will be zero. The Rationing Charge will be communicated as described in Energy Price Determination.

Incremental Demand Charge: \$.25 per KW per month

Energy Charge: The Energy Charge (¢/kWh) is the hourly charge equal to expected marginal production cost including line losses, and other directly-related costs. The Energy Charge will be communicated as described in Energy Price Determination.

Incentive Margin: .5¢ per kWh which is applied to Net New Load.

DETERMINATION OF PRICING PERIODS

Each hour of the day is a distinct pricing period. The initial pricing period of the day is a one-hour period beginning at 12:00:01 a.m. and ending at 1:00:00 a.m. The last pricing hour of the day begins at 11:00:01 p.m. and ends at 12:00 midnight.

ENERGY PRICE DETERMINATION

Each business day by 4:00 p.m., the hourly Energy Charges, and Rationing Charges, if applicable, for the 24 hours of the following day will be communicated to the Customer. Prices for weekends and Company holidays will be communicated to the Customer by 4:00 p.m. on the last business day before the weekend or holiday. The customer is responsible for notifying the company if he fails to receive the price information.

PROVISION FOR CUSTOMERS OPERATING IN PARALLEL WITH THE COMPANY

If a customer has power generating facilities operated in parallel with the Company and the Baseline Charge is not calculated under Schedule PG, the Standby Charge, along with the paragraphs, Determination of Standby Charges and Interconnection Facilities Charge shall be applicable to service under this schedule. The Incremental Demand Charge does not apply to any incremental demand that is less than Standby Demand.

PROVISION FOR CUSTOMERS SERVED UNDER RIDER IS

For customers served under Rider IS, the Interruptible Contract Demand shall be the same as that contracted for during the baseline period. Further, the calculation of the Effective Interruptible Demand (EID) each month will exclude all energy consumed above the CBL. The Rationing Charge will not apply to reduced load above Firm Contract Demand during the hours of interruption periods.

POWER FACTOR CORRECTION FOR INCREMENTAL LOAD

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the kWh of load and the kilowatts of Incremental Demand, by multiplying by 85 percent and dividing by the average power factor in percent for that month.

When the hourly power factor of the Customer's power requirement is less than 85 percent, and the customer is operating in parallel, the Company will correct the kWh of load for that hour, and the kilowatts of Incremental Demand, if established in that hour, by multiplying by 85 percent and dividing by the average power factor in percent for that hour.

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under the Schedule, including determination of the Baseline Charge.

INTERIM LOAD RETENTION RIDER

The Company's Interim Load Retention Rider decrement will apply to service supplied to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes.

EXTRA FACILITIES CHARGE

A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of extra facilities necessary for service under Schedule HP-X, but not less than \$25, shall be billed to the Customer in addition to the bill under Schedule HP-X described under Bill Determination and any applicable Extra Facilities Charge included in the Baseline Charge.

MODIFICATIONS OF THE CBL

The CBL will normally represent a full year under the same rate design or structure, and may be reestablished every four years. Modifications to the CBL may be allowed at the option of the Company under certain situations. These situations may include, but are not limited to, the following:

- Adjustments of load patterns associated with annual plant shutdowns, or to smooth random variations in the load pattern, provided the modifications result in revenue neutrality
- One-time permanent modifications to the physical establishment capacity completed prior to initiating service on this schedule
- Adjustments to reflect any Company-sponsored load management program

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each Customer shall enter into a contract to purchase electricity under this schedule for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing.

If the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE PG (SC)
PARALLEL GENERATION

AVAILABILITY (South Carolina Only)

Available only to non-residential establishments which have generating facilities not in excess of eighty (80) megawatts which are interconnected with the Company's system.

Service under this Schedule shall be used solely by the individual contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

The Customer's interconnected power generating facilities may be operated in parallel with the Company's system. Power delivered under this schedule shall not be used for resale or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Power Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one metering point, at one delivery point, at one of the following approximate voltages where available, upon mutual agreement:

3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

		<u>Interconnected To</u>	
		<u>Transmission System</u>	<u>Distribution System</u>
CHARGES			
I.	Customer Charge per month:	\$53.76	\$53.76
II.	On-Peak Demand Charge per On-Peak month:	\$13.24 per KW	\$15.77 per KW
III.	Energy Charge The Energy Charge for customers receiving service in establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes is shown below under "Industrial Service". The rate for all other customers on this schedule is shown under "General Service".		
	<u>General Service</u>		
	a. All On-Peak Energy per month:	2.8951 cents per kWh	2.9664 cents per kWh
	b. All Off-Peak Energy per month:	2.7016 cents per kWh	2.7731 cents per kWh
	<u>Industrial Service</u>		
	a. All On-Peak Energy per month:	2.8951 cents per kWh	2.9664 cents per kWh
	b. All Off-Peak Energy per month:	2.7016 cents per kWh	2.7731 cents per kWh
IV.	Standby Charge per month:	\$.95 per KW	\$.95 per KW

RATE: (continued)CREDITS

Credits for excess energy supplied to the Company will be provided at the rates in Schedule PP (SC); however, for customers receiving credits for excess energy under Schedule PG (SC) pursuant to a contract in effect prior to September 1, 1996, the credits shall be as follows:

I.	Demand Credit per On-Peak month:	\$5.94 per KW	\$6.15 per KW
II.	Energy Credit		
	The Energy Credit for customers receiving service in establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes is shown below under "Industrial Service". The rate for all other customers on this schedule is shown under "General Service".		
	<u>General Service</u>		
	a. All On-Peak Energy per month:	2.7791 cents per kWh	2.8591 cents per kWh
	b. All Off-Peak Energy per month:	2.6491 cents per kWh	2.7291 cents per kWh
	<u>Industrial Service</u>		
	a. All On-Peak Energy per month:	2.7791 cents per kWh	2.8591 cents per kWh
	b. All Off-Peak Energy per month:	2.6491 cents per kWh	2.7291 cents per kWh

ADJUSTMENTS FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

INTERIM LOAD RETENTION RIDER

The Company's Interim Load Retention Rider decrement will apply to service supplied to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes. The currently approved decrement is included in the rate for Industrial Service above.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

DETERMINATION OF ON-PEAK AND OFF-PEAK PERIODS

On-Peak Period Hours	7:00 a.m. - 11:00 p.m. Monday – Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period of time between meter readings for the purpose of monthly billings. Readings are taken once a month at intervals of approximately thirty (30) days.

On-Peak Months	Billing Months of December, January, February, March, June, July, August, September
Off-Peak Months	Billing Months of April, May, October, November

CONTRACT DEMAND

The Company will require contracts to specify a Contract Demand. The Contract Demand shall be the maximum demand to be delivered under normal conditions to the Customer during the on-peak periods of the On-peak Billing months of December through March and June through September.

DETERMINATION OF DEMAND CHARGES

The On-Peak Demand for billing purposes shall be the largest of the following:

1. The maximum integrated thirty-minute demand during the on-peak period during the On-Peak month for which the bill is rendered.
2. Seventy-five percent (75%) of the Contract Demand
3. 30 kilowatts (KW)

Demand charges are applicable for the billing months of December through March and June through September. Demand charges do not apply in the billing months of October, November, April, or May.

DETERMINATION OF STANDBY CHARGE

The Company will require each customer who supplies any portion of his electrical requirements by his generating facilities to contract for standby, auxiliary, or breakdown service. For billing purposes the Standby KW will be based on the nameplate capacity in kilowatts of the Customer's generating facility.

However, at the option of the Customer, additional metering facilities will be installed and for billing purposes, the Standby KW will be based on the Customer's maximum integrated thirty-minute demand which has been supplied by the Customer's generating facilities during the previous twelve months, including the month for which the bill is rendered. If additional metering facilities are installed, they will be subject to a monthly Extra Facilities Charge.

INTERCONNECTION FACILITIES CHARGE

The Customer shall be responsible for providing suitable control and protective devices on his equipment to assure no disturbance to other customers of the Company or to the Company itself, and to protect the Customer's facilities from all loss or damage which could result from operation with the Company's system.

The Company will furnish, install, own, and maintain interconnection facilities necessary for service under this Schedule including:

- suitable control and protective devices installed on the Company's equipment to allow operation of the Customer's generating facilities;
- metering facilities equipped to prevent reverse registration for the measurement of service under this Schedule; and
- any other modification to its system required to serve the Customer under this Schedule as required by the Company.

All such interconnection facilities in excess of those required in the absence of the Customer's generating facilities to provide capacity at the level of the Contract Demand shall be subject to a monthly charge under the Extra Facilities provision of the Company's Service Regulations. The Company reserves the right to install, at any time, facilities necessary for the appropriate measurement of service under this Schedule and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

DETERMINATION OF DEMAND CREDITS (See Rate Paragraph for applicability)

Demand credits will be based on the maximum thirty-minute integrated demand which is continuously supplied to the Company during the on-peak periods of the months of June through September and December through March, and will be applied to the Customer's bill in the appropriate month.

POWER FACTOR CORRECTION

When the average monthly power factor of the power required by the Customer from the Company is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

When the average monthly power factor of the power supplied by the Customer to the Company is less than 90 percent or greater than 97 percent, the Company may correct the maximum integrated on-peak demand in kilowatts or the energy in kilowatt-hours, as appropriate.

The Company reserves the right to install facilities necessary for the measurement of power factor and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

MINIMUM BILL

The minimum monthly bill shall be calculated on the Rate above including the Customer Charge, On-Peak Demand Charge, Energy Charge, Standby Charge, etc., but the Demand Charge component billed during the On-Peak months shall be based on not less than 75% of the Contract Demand. If the Customer's demand measured during normal operating conditions exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

Credit billings to the Customer will be credited to the Customer's account, or, at the option of the Customer and upon ten (10) days' prior written notice, shall be payable to the Customer within fifteen (15) days of the date of the bill.

CONTRACT PERIOD

Each customer shall enter into a contract for a minimum original term of five (5) years and thereafter until terminated by giving at least thirty (30) months' previous notice of such termination in writing, but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

The Company reserves the right to terminate the Customer's contract under this Schedule at any time upon written notice to the Customer in the event that the Customer violates any of the terms or conditions of this Schedule or operates his generating facilities in a manner which is detrimental to the Company or any of its customers. In the event of early termination of a contract under this Schedule, the Customer will be required to pay the Company for the costs due to such early cancellation.

If the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE EV-X (SC)
ELECTRIC VEHICLE SERVICE
(Pilot)

AVAILABILITY (South Carolina Only)

Available to customers receiving concurrent service on a residential rate schedule or on nonresidential Schedules G, GA, I, or OPT, at the Company's option, on a voluntary basis. The maximum number of customers on the system to be served under this pilot, as selected by the Company, is fifty.

This schedule is available for service to electric-powered vehicles licensed for operation on public streets and highways, where the following requirements are met:

1. For residential customers and for nonresidential customers using less than 3,000 kWh per month and do not have a demand meter installed, service under this schedule will be supplied by a separate meter.
2. For nonresidential customers served under Schedules G, GA, I, or OPT with a demand meter, service to the Customer's electric-vehicle charging circuit(s) may be separately metered or may be submetered.
3. Service will be supplied under this schedule only where 90% of the energy consumption of the separate meter or the submeter is for the purpose of charging electric vehicles.
4. The maximum number of electric vehicles to be served under this schedule per residential customer is two.
5. The electric vehicle(s) charged using service provided under this schedule may not be charged at any other location during this pilot.
6. The designated charging location(s) will be clearly marked for the Customer by the Company, and loads other than that allowed under (3) above will not be permitted to be served under this Schedule.
7. The Company shall have the right to install special metering and load research devices on the Company's equipment. Further, the Company shall have the right to require that the owner give satisfactory written approval for the Company's installation and operation of the devices on that equipment before entering an agreement with the Customer and making such installation.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or

3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or

3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or

3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or

3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

RATE:

- | | | |
|-----|--------------------------------------|--------------|
| I. | Basic Facilities Charge per month | \$7.75 |
| II. | Energy Charge | |
| | a. On-Peak Energy per month per kWh | 9.0671 cents |
| | b. Off-Peak Energy per month per kWh | 3.1271 cents |

Determination of On-Peak and Off-Peak Hours

On-Peak Period Hours	6:00 a.m. - 9:00 p.m.	Monday – Friday
Off-Peak Period Hours	9:00 p.m. - 6:00 a.m.	Monday – Friday
	12:00 a.m. - 12:00 p.m.	Saturday and Sunday

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately thirty (30) days.

ADDITIONAL FACILITIES CHARGE

A monthly Additional Facilities Charge equal to 1.7% of the installed cost of additional facilities necessary for submetered service under Schedule EV-X, but not less than \$25, shall be billed to the Customer under the Rate above when applicable.

MINIMUM BILL

The minimum bill shall be the Basic Facilities Charge, plus Additional Facilities Charge, if applicable.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity under this pilot schedule for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing.

If the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE MP (SC)
MULTIPLE PREMISES SERVICE
(Pilot)

AVAILABILITY

Available, at the Company's option, to up to twenty business entities on the Duke system for service to two or more non-contiguous premises, located entirely within the state of South Carolina, provided that the total of the contract demands for all premises served under this schedule is at least 5000 KW, and provided that each delivery point has a minimum contract demand of 30 KW. A business entity is defined as a single corporation, partnership, or individual owner. This schedule is not available for individual franchise units of a business, nor for subsidiaries operating as a separate corporation or partnership. The Company will make the final determination as to what constitutes a business entity and applicable premises to be served under this schedule.

Service under this schedule is not available when multiple delivery points exist on contiguous premises unless such multiple delivery points are combined under the Extra Facilities provision of the Company's Service Regulations. For the purposes of this rate, premises is defined as the land and buildings or other facilities on it that require the use of electricity. The customer will not be required to include a delivery point with other services provided to the premises, if the service has a contract demand of less than 30 KW. Service to such delivery points will be served under another applicable schedule.

This Schedule is not available to establishments that would otherwise qualify for a residential service schedule. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights of way, privileges, franchises, permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed, or is prevented from furnishing the power by its failure to secure and retain such rights of way, rights, privileges, franchises, and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge per month	\$33.54	
II.	Demand Charge		
A.	On-Peak Demand Charge	Summer Months	Winter Months
	Transmission Level Billing Demand	<u>June 1 – September 30</u>	<u>October 1 – May 31</u>
	Distribution Level Billing Demand	\$11.70 per KW	\$6.55 per KW
		\$12.70 per KW	\$7.55 per KW
B.	Excess Demand Charge	<u>All Months</u>	
	Each KW of the Excess Demand	\$1.01 per KW	

RATE: (continued)

III. Energy Charge

The Energy Charge for customers receiving service in establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes is shown below under "Industrial Service". The rate for all other customers on this schedule is shown under "General Service".

	<u>General Service</u>	<u>Industrial Service</u>
	<u>All Months</u>	<u>All Months</u>
A. On-Peak energy per month	4.7928 cents per kWh	4.7928 cents per kWh
B. Off-Peak energy per month	2.1327 cents per kWh	2.1327 cents per kWh

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

	<u>Summer Months</u>	<u>Winter Months</u>
	<u>June 1 – September 30</u>	<u>October 1 – May 31</u>
On-Peak Hours	1:00 p.m. – 9:00 p.m. Monday – Friday	6:00 a.m. – 1:00 p.m. Monday – Friday
Off-Peak Hours	All other weekday hours and all Saturday and Sunday hours.	

DETERMINATION OF BILLING DEMAND

A. The On-Peak Billing Demand each month shall be the largest of the following:

1. The 30-minute integrated demand which is coincident with maximum 30-minute integrated demand for all customer premises served under this schedule.
2. Fifty percent (50%) of the Premises Contract Demand
3. 30 KW

Transmission Level Billing Demand applies to a delivery point served from the Company's 44 KV system or above, provided that the delivery voltage is a minimum of 4 KV for initial permanent service to a premises after (effective date). Distribution Level Billing Demand applies to all other premises served under this schedule.

When the 30-minute integrated demand which is coincident with maximum 30-minute integrated demand for all customer premises served under this schedule cannot be determined due to either commencement of service at a premises after the beginning of the billing period, or cessation of service at a premises prior to the end of the normal billing period, then the highest 30-minute integrated demand for the premises during the on-peak period served for that month will be used in (A.1) above.

B. Excess Demand

To determine the Excess Demand, the maximum integrated thirty-minute demand for the month for which the bill is rendered shall be compared to the On-Peak Billing Demand as determined in (A.) above. The difference shall be the Excess Demand for billing purposes.

BILLING PROCEDURES

The Company will calculate a separate charge for each premises served under this schedule. Each premises will be billed a Basic Facilities Charge, Demand Charge, Energy Charge, and if applicable, Extra Facilities Charges, and Remote Metering Charges. Any applicable sales tax or other fee assessed by or remitted to a state or local governmental authority will be added to the charge for each premises. The total of the bills calculated for each premises will be provided to the Customer.

CONTRACT DEMAND

The Company will require contracts for each premises to specify a Premises Contract Demand. The Premises Contract Demand shall be the maximum demand to be delivered to each premises under normal conditions. The sum of the Premises Contract Demands for each premises served under this schedule shall be known as the Total Multiple Premises Contract Demand and shall not be less than 5000 KW.

METERING AND OTHER EQUIPMENT

Service supplied under this schedule will be metered through a metering system capable of measuring electrical demand and energy at all hours each day. For billing purposes, demand and energy will be determined from electronic pulse data, in lieu of readings taken from a standard meter.

If an individual premise to be served has a contract demand of 5000 KW or greater, no additional metering charges are applicable; however, if the contract demand is less than 5000 KW, remote metering charges in accordance with the Company's Remote Meter Reading and Usage Data Service will apply.

The Company shall have the right to install special metering and load research devices on the Customer's equipment, and the right to use the Customer's telephone line for communication with the Company's and the Customer's equipment.

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

INTERIM LOAD RETENTION RIDER

The Company's Interim Load Retention Rider decrement will apply to service supplied to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes. The currently approved decrement is included in the rate for Industrial Service above.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately thirty (30) days.

Summer hours and rates are applicable for service from June 1 through September 30. Winter hours and rates are applicable for service from October 1 through May 31.

MINIMUM BILL

The minimum bill shall be the bill for each premises calculated on the rate above.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local government authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances. Each customer served under this pilot shall enter a contract to be served under this schedule for a minimum of one (1) year. The Company reserves the right to terminate service supplied under this schedule for any violation of the terms and conditions of this schedule.

If the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

ON-SITE GENERATION SERVICE PROGRAM (SC)
Pilot

AVAILABILITY (South Carolina only)

The program is available, at the Company's option, to non-residential customers receiving concurrent service on Schedules G, GA, I, OPT, PG or HP-X.

PROGRAM

Under the terms of this program, the Company will own, install, operate and maintain an on-site generator designed to provide a supply of electricity to the Customer's facility in the event that the normal supply of electricity is interrupted. In addition, the Company reserves the right to operate the generator at times when the supply of electricity has not been interrupted to the Customer's facility and thereby provides a source of capacity to the utility system. The minimum size generator provided under this program will have a nameplate rating of 300 KW. The generator and associated equipment will be located on the Customer's premises at a mutually agreed upon location. The Customer will be billed for all usage registered on the Company's billing meter under the applicable rate schedule.

RATE

The monthly rate for this service will be determined as follows:

Monthly Services Payment = Levelized Capital Cost + Expenses

Where:

Levelized Capital Cost is equal to the present value of all estimated capital related cash flows for a period corresponding to the time of engineering, design and installation of equipment through the term of the contract, adjusted to a pre-tax amount and converted to a uniform monthly payment for the term of the contract. The estimated capital cash flows shall include installed cost of equipment, contingency allowances, property taxes, salvage value, adjustment to reflect additional supporting investment of general plant nature, and income tax impacts.

Expenses shall equal the present value of estimated expenses associated with the support and maintenance of the generation and equipment, adjusted to a pre-tax amount and converted to a uniform monthly payment for the term of the contract. The estimated expenses shall include administrative and general expenses, expenses for labor and materials related to operations and maintenance, third party expenses for operations and maintenance, warranties, insurance, annual costs associated with working capital, fuel inventory, other costs related to the operation and support of the generator installation, and income tax impacts.

The after-tax cost of capital from the Company's most recent general rate case will be used to convert present values to uniform monthly payments.

PAYMENT

Bills for service under this program are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. All bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 ½%) late payment charge. This late payment charge shall be rendered on the following month's bill and it shall become a part of and due and payable with the bill on which it is rendered.

CONTRACT PERIOD

As provided in the On-Site Generation Service Agreement (Agreement), each customer shall enter into a contract for On-Site Generation Service from the Company for an original term of ten (10) years, or other term at the Company's option, and thereafter from year to year upon the condition that either party may terminate the contract at the end of the original term by giving at least ninety (90) days previous notice of such termination in writing. In the event of early termination of an Agreement under this program, the Customer may be required to pay the Company a termination fee as set forth in the Agreement.

Foreword

The Service Regulations of the Company are filed with the Commission having jurisdiction over public utilities. The regulations are presented here and are incorporated by reference in each contract or agreement for electric service.

Definitions

Duke Power Company is referred to herein as the "Company" and the user and prospective user is referred to as the "Customer" or "Consumer," these terms to be considered as synonymous. The North Carolina Utilities Commission is referred to as the "Commission."

I.

Agreement

Electric service will be supplied under (a) the Company's standard form of application, service agreement, or contract, (b) the applicable rate schedule or schedules, and (c) these service regulations, unless otherwise specified in any particular rate schedule or contract on file with and approved by the Commission. The Company shall not be required to supply service unless and until such agreement is executed by the Customer and the Company. It is understood and agreed that no promise, statement or representation by an agent, employee or other person shall be binding upon the Company unless it is in writing and attached to and made a part of the agreement. However, when the requested supply of electricity is for residential use, or for nonresidential use under contracts of one hundred twenty-five kilowatts (125 KW) or less, and no additional charges are involved, the Customer's application or agreement may be verbal. When the application or agreement is verbal, the Company's applicable rate schedules, riders, and these Service Regulations will be effective in the same manner as if the Company's standard form of application or agreement had been signed by the Customer and accepted by the Company. A verbal service agreement shall be presumed when there is no written application by a Customer, if electricity supplied by the Company is used by the Customer or on the Customer's premises.

Cancellation of Agreement for Nonresidential Service at Customer's Request

Unless otherwise provided in the rate schedule and/or rider(s) under which the Customer is served, if the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company as an early termination charge the lower of:

- (a) The net present value of the monthly minimum bills, including, but not limited to, basic facilities, demand, and extra facilities charges, for the remaining term under the agreement less the expected net present value of the monthly minimum bills for the initial term of contract of any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero.

or

- (b) The loss due to early retirement ("LDER") of all transmission and distribution facilities specifically installed by the Company in order to provide the Customer with electric service under the agreement that will not be utilized by any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination. The LDER amount shall be calculated as the installed cost of such facilities less accumulated depreciation, less any salvage value, plus removal cost, provided, however, this amount shall not be less than zero.

Agreement Personal

The rights of the Customer under the agreement are personal and shall not be transferred or assigned by the Customer without the written consent of the Company.

Service Used In Advance

If service is used by the Customer before the application or agreement is completed, the service shall be governed by these regulations and the appropriate rate schedule. The Company may discontinue service at any time upon failure or refusal of the Customer to complete the application or agreement and pay in full the amount due for service to that date.

Vacated Premises

The Customer will notify the Company before quitting or vacating the premises served under the agreement, and will pay upon presentation, all bills due, including any early termination charges, under all agreements.

II.

Deposit

Since an accumulation of unpaid bills would tend toward higher rates for all customers, the Company may require a deposit before beginning service or at any later time. The amount of the deposit and the interest paid on deposits will be in accordance with the Rules and Regulations of the Commission. The Company may require an increase or allow a decrease in the deposit if changes occur in the amount of bills rendered to the Customer. The Company may refund a deposit at any time. When service is discontinued, the Company will refund the deposit plus any accumulated interest, less any unpaid bills. Deposits shall cease to bear interest when service is discontinued and the Company has tendered or endeavored to tender to the Customer the amount due him.

Customer's Wiring and Equipment

Equipment which will operate in one location may not operate in another location due to difference in voltage, phase, or frequency of electric service. The Customer shall give the Company notice and shall determine type of service available at the premises before wiring or purchasing equipment. The Company may specify the voltage and type of electric service to be furnished, and may also specify the location of the meter and the point where the service connection shall be made.

All the Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local municipal and state authorities; otherwise, the Company may refuse to connect service or may discontinue service to the Customer. The Customer shall keep in repair all such wiring and equipment to the point of connection with the facilities of the Company.

Changes in Customer's Wiring and Equipment

The Customer shall not use any equipment, appliance or device, or permit the continuation of any condition which tends to create any hazard or otherwise adversely affect the Company's service to the Customer or other customers, without written consent of the Company. When polyphase service is used by any customer, the Customer shall control the use of service so that the load will be maintained in reasonable electrical balance between the phases at the point of delivery.

The Customer shall give the Company reasonable notice in writing of any anticipated increase in demand exceeding 20 KW or ten percent (10%) of the former demand, whichever is greater. The notice shall state the approximate increase and date required. If the Company determines the unexpired term of the agreement is sufficient to justify the additional investment required, the Company will endeavor to provide additional capacity for any increase requested by the Customer within ninety (90) days of said notice.

The Company will extend its facilities and change the point of delivery only when the investment required is warranted by the anticipated revenue and when the extension is permissible and feasible.

IV.

Access to Customer's Premises

The Company shall at all reasonable times have the right of ingress to and egress from the premises of the Customer for any and all purposes connected with the delivery of service, or the exercise of any and all rights under the agreement.

V.

Right Of Way

The Customer shall at all times furnish the Company a satisfactory and lawful right of way over his premises for the Company's lines and apparatus necessary or incidental to the furnishing of service. The Customer shall also furnish satisfactory shelter for meters and other apparatus of the Company installed on the premises, except where the Company elects to install such equipment outdoors.

The Company may change the location of the right of way upon request of the Customer, and may require the Customer to pay the cost of the change. The change will not be made where it will interfere with or jeopardize the Company's service, either to the Customer requesting the change, or to any other customer or customers. All privileges of the Company related to the original location shall apply to the new location.

The obligation of the Company to supply service is dependent upon the Company securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service, and the Company shall not be liable to the Customer for any failure to deliver service because of the Company's inability to secure or retain such right-of-way, privileges, franchises, or permits.

VI.

Transmission, Distribution, and Service Facilities

The Company's transmission, distribution, and service facilities will be installed above ground on poles towers, or other fixtures; however, underground facilities will be provided when requested in accordance with the Company's Underground Distribution Installation Plan, as approved by the Commission.

The Company will require a contribution in aid of construction when it is requested to provide facilities which it deems economically infeasible.

Service connections will be made as follows:

1. Where both the Company's lines and the Customer's entrance conductors are above ground, and where the service requires a transformer of 500 KVA or less:

The Company will extend its service conductors to the Customer's building, terminating them on the outside of the building at a location to be provided by the Customer and satisfactory to the Company for this purpose. The location must be of sufficient height to satisfy the requirements of the National Electric Safety Code and of applicable local codes, and the strength of the structure at the point of termination must be satisfactory to the Company.

The Customer will provide, install and own all self-contained meter sockets and current transformer enclosures, or the Customer may choose to provide and own a meter/switch enclosure (more commonly known as a housepower panel). The Company will utilize and provide service through the Customer's meter/switch enclosure. The Company shall have exclusive control of and access to the metering installation under the following conditions:

- a. The meter/switch enclosure shall be in accordance with the Company's specifications.
- b. The wiring and connections are approved by the Company.
- c. The Customer agrees to allow the Company to open and inspect the meter/switch enclosure meter enclosure at any time.
- d. The Customer agrees to notify the Company and obtain permission before altering or performing maintenance inside the metering section of the meter/switch enclosure.

The Company will provide, own and install all poly-phase transformer-rated meter sockets.

For residential customers, the Company will provide, own and install all service risers and service laterals and will connect such risers and laterals to the line side terminals of the meter socket enclosure.

The Company will make the necessary connections from its service conductors to the Customers' entrance conductors.

2. Where both the Company's lines and the Customer's entrance conductors are below ground, or when one is above ground and the other is below ground, or where the size of the Customer's demand or any unusual character of the Customer's location requires the service agreement between the Company and the Customer to be made on one of the Company's long-form Electric Power Contracts, the Company will make the necessary connections from its service conductors to the Customer's entrance conductors as in Section 1 above if applicable, or as in Section 3 below if applicable. If neither Section 1 nor Section 3 is applicable, the connection shall be at a point to be agreed upon by the Company and the Customer.
3. When, in the Company's opinion, an individual transformer installation is necessary to serve the Customer's demand and such demand exceeds the capacity of a pole-type transformer installation, the Company may require the Customer to provide suitable outdoor space on his premises to accommodate a ground-type transformer installation. If the Customer is unable to provide outdoor space for a ground-type transformer installation, then the Company may require the Customer to provide a transformer vault on his premises.
 - a. When the Customer provides space for a ground-type, substation installation using overhead conductors, the Company will also erect a structure outside of, and immediately adjacent to, the fence surrounding such transformer installation for purposes of connecting to the Customer's entrance conductors. The Company may require the Customer to provide at the connection point, main disconnecting switches which shall control all of the Customer's load other than the fire pump circuit, if any. In the event the substation space agreed upon is adjacent to one or more of the Customer's building walls, the Company will connect to the Customer's entrance conductors on an outside wall of the building.

- b. When the customer provides space for a ground-type, padmounted transformer installation using underground conductors, the Company will provide and install the transformer. The Customer will provide and install, to the Company's specifications, the concrete pad for the transformer installation. The point of connection with the Customer's entrance conductors will be at the secondary voltage terminals of the Company's transformer.
 - c. When the Customer provides a transformer vault, the vault shall be constructed in accordance with the Company's specifications, and shall meet the requirements of the National Electrical Safety Code and other applicable safety codes and ordinances. The location of the vault shall meet the Company's requirements for accessibility and ventilation. The Company will provide and install the transformers and necessary associated equipment including circuit breakers, switches, supporting structures for equipment, primary cable and secondary cable to the point of connection with the Customer's entrance conductors. The point of connection shall be 12 inches inside one of the walls of the vault. The Company will coordinate the transformer vault installation with its Underground Distribution Installation Plan for the installation of the primary cable from the Customer's vault to the Company's existing distribution facilities.
4. With respect to any service, after a service connection has been made it may be changed by the Company upon request of the Customer, but the Customer must pay the cost of the change. The change will not be made where it will interfere with or jeopardize the Company's service either to the Customer desiring the change or to any other customer or customers.

Ownership of Equipment

All conductors and conduits, inside work and equipment, switches, fuses, and circuit breakers, from the point of connection with the Company's service shall be installed and maintained by and at the expense of the Customer. All equipment furnished by the Company shall be and remain the property of the Company.

VII.

Meters

The Company will furnish all necessary meters. When a delivery point is changed from one location to another, all expenses in connection with relocation of the meter shall be paid by the Customer. The Company shall have the right, at its option, and at its own expense, to place demand meters, volt meters or other instruments on the premises of the Customer for the purpose of making tests with respect to the Customer's service.

Location of Meter

Meters for all residential service, and for all other service to the extent practicable, shall be located out-of-doors on the Customer's structure at a place which meets all of the Company's requirements for reading, testing, and servicing accessibility, and for safety.

Where it is not practicable, in the Company's opinion, to locate the meter and any associated apparatus out-of-doors, the Customer shall provide a suitable indoor location which meets all of the Company's requirements for reading, testing, and servicing accessibility, and for safety.

Failure or Inaccuracy of Meter

In case of the failure or inaccuracy of a meter, the Customer's bill, for the appropriate portion of the period of such failure or inaccuracy, shall be calculated to correct for billing error as provided in the Rules and Regulations of the Commission.

Meter Tests

The Company will test the meter serving the Customer's premises under the provisions provided for in the Rules and Regulations of the Public Service Commission of South Carolina. When the Customer requests a meter test on a more frequent basis than that provided for in the Commission's rules, for each such additional test, a charge will be made to the Customer of \$30 for self-contained meters, and \$40 for all other meters.

VIII.

Bills Due Where No Notice Received

Meters will be read and bills rendered monthly. The Company will endeavor to deliver to the Customer, by mail or messenger, a monthly statement of the amount due the Company by the Customer.

All bills are due and payable on the date of the bill, during regular business hours, at the office of the Company. Bills for residential service are past due and delinquent on the twenty-fifth day after the date of the bill. Bills for nonresidential service are past due and delinquent on the fifteenth (15th) day after the date of the bill.

Failure to receive a statement which has been properly mailed or hand-delivered will not entitle the Customer to any delay in paying the amount due beyond the date when the bill is due and payable.

The word "month" as used herein, and as used in the rate schedules of the Company means the period of time between the regular meter readings by the Company. Readings are taken each month at intervals of approximately thirty (30) days.

Bills rendered for periods of less than 25 or more than 35 days as a result of rerouting of the Customer's account, and all initial and final bills rendered on a Customer's account will be prorated on the basis of a normal 30-day billing period; however, if an initial and final bill occur within the same billing month, no such proration will be made.

Meters with a constant of one may be read to the nearest 10 kilowatt hours except in the case of initial or final bills. For purposes of establishing billing demand and minimum bills, the nearest whole KW shall be used.

Where Meter Is Not Read

If, for any reason, a meter is not read at the regular reading time, the Company may estimate the amount of service used, and make any adjustment which may be necessary in the bill rendered when the meter is next read. Or, the Company may render the Customer a bill for a minimum charge, and credit the Customer for this charge when the meter is read and bills computed for thirty (30) day intervals.

Offsets Against Bills

No claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

Adjustment of Billing Errors

In case of a billing error, the Customer's bill, for the appropriate portion of the period of such billing error, shall be calculated to correct for billing error as provided in the Rules and Regulations of the Commission.

IX.

Responsibility Beyond Delivery Point

It is understood and agreed that the Company is merely a furnisher of electricity, deliverable at the point where it passes from the Company's wires to the service wires of the Customer, or through a divisional switch separating the Customer's wires and equipment from the Company's wires and equipment. The Company shall not be responsible for any damage or injury to the buildings, motors, apparatus, or other property of the Customer due to lightning, defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of the Company. The Company shall not be in any way responsible for the transmission, use or control of the electricity beyond the delivery point, and shall not be liable for any damage or injury to any person or property whatsoever, or death of any person or persons arising, accruing or resulting in any manner, from the receiving or use of said electricity.

Interference With Company Property

The Customer shall not interfere with, or alter the Company's meters, seals, or other property, or permit the same to be done by others than the Company's authorized agent or employee. Damage caused or permitted by the Customer to said property shall be paid for by the Customer. When unauthorized use of electric service is discovered, the Company may discontinue service and the Customer shall be required to pay for the estimated unauthorized usage, the costs of inspection, investigation, and reconnection before service is restored.

X.

Resale Service

This contract is made and electricity is sold and delivered upon the express condition that the Customer shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity or any part thereof, to any person, firm or corporation, except where service is supplied under a contract specifically providing for resale.

Under no circumstances will the Company supply electricity for resale in competition with the Company.

Foreign Electricity

The Customer shall not use the Company's electric service in parallel with other electric service, nor shall other electric service be introduced on the premises of the Customer for use in conjunction with or as a supplement to the Company's electric service, without the written consent of the Company.

XI.

Service Interruptions

The Company does not guarantee continuous service. It shall use reasonable diligence at all times to provide uninterrupted service, and to remove the cause or causes in the event of failure, interruption, reduction or suspension of service, but the Company shall not be liable for any loss or damage to a customer or customers resulting from such failure, interruption, single-phase condition, reduction or suspension of service which is due to any accident or other cause beyond its control, or to any of the following:

1. An emergency action due to an adverse condition or disturbance on the system of the Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.
2. An Act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, Municipal, County or other public authority.
3. Making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities, and in cases where, in its opinion, the continuance of service to Customers' premises would endanger persons or property.
4. It is expressly understood and agreed that the Company does not contract to furnish power for pumping water for extinguishing fires. In the event that the Consumer shall use said electric power, or any part thereof, for pumping water to be used for extinguishing fires, the Consumer shall, at all times, keep on hand, or otherwise provide for, an adequate reserve supply of water so that it shall not be necessary to pump water by means of said electric power during a fire. It is expressly understood and agreed that the Company shall not, in any event, be liable to the Consumer, nor to any of the inhabitants of any municipal consumer nor to any person, firm or corporation for any loss or injury of or to property or person by fire or fires occasioned by, or resulting directly or indirectly from the failure of any pump, pumping apparatus or appliances to operate, whether said failure shall be due to the act or omission of the Company or otherwise. It is the intention of the parties hereto that the Company shall not, in any event, be liable for any loss or damage occasioned by fire or fires which may be caused by, or result from the failure of the Company to supply electric power to operate such or any pump or pumping apparatus or appliances.

XII.

Denial or Discontinuance of Service

The Company, subject to the rules of the Commission, shall have the right to suspend its service for repairs or other necessary work on its lines, or system. In addition, the Company shall have the right to deny, suspend, or discontinue its service as provided in the Rules and Regulations governing service supplied by electric systems in South Carolina.

Removal of Equipment

In the event of discontinuance of service or expiration of contract, then it shall be lawful for the Company to remove its meters, apparatus, appliances, fixtures, or other property.

Waiver of Default

Any delay or omission on the part of the Company to exercise its right to discontinue or suspend service, or the acceptance of any part of any amount due, shall not be deemed a waiver by the Company of such right so long as any default in whole or in part or breach of contract on the part of the Customer shall continue, and whenever and as often as any default or breach of contract shall occur.

Reconnect Fee

In case of discontinuance of service for any reason except repairs or other necessary work by the Company, the Customer shall pay the Company a reconnect charge of \$15.00 before service will be restored.

Where the service has been discontinued for any reason except for repairs or other necessary work by the Company, the Company shall have the right to refuse service at the same premises to any other applicant who is a member of the family

XIII.

Unavoidable Cessation of Consumption

In the event the Customer's premises is destroyed by fire, natural disaster; or other casualty, or the operation of its plant is shut down because of strike, fire, natural disaster or, other cause beyond the Customer's control, making a complete cessation of service, then upon written notice by the Customer to the Company within thirty (30) days thereafter, advising that the Customer intends to resume service as soon as possible, any minimum charge, or guarantee for which the Customer may be liable will be waived during the period of such cessation, and the contract shall be extended for a corresponding period. Otherwise, the agreement for service shall immediately terminate. When service has ceased under the described conditions, the Company shall have the right to (1) waive the collection of a deposit to reestablish service, (2) waive temporary service charges for temporary facilities or for reestablishment of service when such charges do not exceed a reasonable amount, (3) waive the collection of area lighting charges due to early termination of contract, and (4) waive the collection of a reconnection fee.

XIV.

Copies

Forms of application, service agreement, or contract, schedules of rates, riders, and copies of service regulations are available at the various offices of the Company and will be furnished to the Customer on request.

XV.

Changes

All agreements and contracts for service between the Company and its customers, including the rate schedules and these Service Regulations, are subject to such changes and modifications from time to time as approved by the Commission or otherwise imposed by lawful authority.

XVI.

Types of Service

The types of service supplied and the schedules applicable thereto are as follows:

I. Residential Service

The residential rate schedules are applicable to an individual residence, condominium, mobile home, or individually-metered apartment. The residential rate schedules shall be applicable to only one meter serving an individual residence.

The residential rate schedules are available for a single unit providing permanent and independent living facilities complete for living, sleeping, eating, cooking and sanitation. If the structure does not meet the requirements of a dwelling unit, service will be provided on one of the general service rate schedules.

Outbuildings, garages, swimming pools, water pumps, and other uses which form a part of the general living establishment on the same property with a residence may be connected to the residential service meter, or they may be separately metered; such separately metered services shall be served on one of the general service rate schedules.

Individual meters shall be installed by the Company for each individual residence, condominium, mobile home, housekeeping apartment, or housekeeping unit for which a permit was issued or construction started after January 23, 1981 in accordance with Commission's Rules and Regulations which prohibit master metering. Exceptions must be approved by the Commission.

Residential service to two or more residences on the same property or to a residence or residences sub-divided into two or more individual housekeeping units may not be supplied through one meter on a residential rate schedule except as provided below:

Block Billing Under Residential Rate Schedules

If, for any reason, the wiring is so arranged by the Customer that rewiring for individual meters is not feasible, but a single meter must be used for two or more residences or units, then for billing purposes through this single meter, the Basic Facilities Charge and each kwh block of the rate schedule shall be multiplied by the number of residence units served..

2. Service to Mobile Home Parks, Recreational Parks, Portable Structures.

a. Mobile Home Parks

Each space designated for the parking of mobile homes will be served through a separate meter and billing will be in accordance with the applicable residential or general service rate schedule.

The Company will extend its conductors to groups of two or more spaces designated for the parking of mobile homes, and will provide and install at each delivery location a service structure on which its conductors are terminated and on which may be mounted the switch panels and wiring to accommodate a separate meter for each mobile home space. Otherwise, service connections will be the same as set forth in these Service Regulations VI, 1.

Energy used by the mobile home park in its office, service buildings, area lighting, water pumps, and other purposes connected with the operation of the park, including spaces designated for the overnight parking of mobile homes in transit or awaiting assignment to separately metered spaces available within the park, may be served through a single meter, and will be billed in accordance with the applicable general service rate schedule.

b. Recreational Parks and Campgrounds

Service to recreational parks and campgrounds may be supplied to each establishment at one delivery point, and energy used in its offices, service buildings, area lights, water pumps, individual service outlets at campsites, and other purposes connected with its operation, will be billed through one meter in accordance with the applicable general service rate schedule.

Where a portable structure (travel trailer, camper, motor home, etc.) occupies and remains at an individual campsite in a recreation park or campground under a lease arrangement for twelve (12) months or longer, the Company may, at its option, provide an individual delivery and meter the service to the structure on the individual campsite as provided for under 2. a. above. Energy used will be billed on a residential or general service rate schedule, whichever is applicable.

c. Locations other than Mobile Home Parks, Recreational Parks or Campgrounds

Service will be provided as set forth in these Service Regulations, XVI (15) Temporary Service, except that if the Customer presents satisfactory evidence of intent to remain at said location twelve (12) months or longer, service will be provided as for any structure having a permanent foundation. Energy used will be billed on a residential or general service rate schedule, whichever is applicable.

3. Residential Service to Group Facilities

Facilities designed to provide residential care or a group home in a residential structure for up to and including nine adults or children (excluding houseparent or caregiver) may be served on a residential rate schedule provided the facility is a single housekeeping unit and energy is used only by equipment which would normally be found in a residence. If the facility has a separate housekeeping unit for the caregiver, commercial cooking or laundry equipment, vending machines, or other equipment not normally found in a residence the facility will be served on a general service rate schedule.

4. Professional Offices or Business Activities in Residences

For residences involving some business, professional, or other gainful activity, a residential rate schedule will be permitted only where:

- a. the electric energy used in connection with such activity is less than 15% of the total energy use; and
- b. the electric energy is used only by equipment which would normally be used in a residence.

If both of the foregoing conditions cannot be met, the entire premises shall be classified as nonresidential and an appropriate nonresidential rate schedule shall be applied.

The Customer may, at his option, provide separate circuits so that the residential uses can be metered separately and billed under a residential schedule and the other uses under a general service schedule.

For residences in which a Day Nursery is operated, a residential rate schedule will be permitted provided:

- a. The operator and the operator's family, if any, live there.
- b. The nursery requires no extra electrical equipment or space in addition to that normally required for the operator's family.

c. There are no conspicuous business soliciting devices about the premises. If all of the foregoing conditions cannot be met, then the facility will be served on a general service rate schedule.

7. Industrial Service

The industrial service rate schedule is available to customers classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric usage of such establishment is for its manufacturing processes.

8. Water Heating Service Residential water heating service is available through the same meter as other residential service on Schedule RS, RE, or RT. Residential controlled submetered water heating service is available on Schedule WC.

Customers on Schedule G or I can obtain separately metered water heating service on Schedule W. Water heaters which do not meet the requirements of Schedule W will be served on the other schedule on which the customer is receiving service. Schedule W is not available to residential customers.

9. Outdoor Lighting Service

Customer-owned outdoor lighting service may be connected to the residential, general service, or industrial service meter, or it may be separately metered. Such separately metered services shall be served on the general service schedule.

Where the Company owns and operates the lighting equipment, service will be provided under Schedule OL or FL.

10. Seasonal Service

Where the Customer's use of energy is seasonal, generally it will be to his advantage to keep his premises connected to the Company's lines throughout the year. Under certain rate schedules, the Customer may elect to contract for an annual minimum charge, rather than a monthly minimum charge, as outlined in the applicable schedules. The Company will disconnect the service for a period of inactivity upon request, but will make a disconnect charge of \$15.00 if the service has been connected less than 6 months.

11. Government and Municipal Service

The regular general service rate schedules are available for government and municipal service to facilities such as offices and schools. Schedule PL is available to governmental entities for street and public area lighting. Schedule TS is available to governmental entities for traffic and safety signals.

12. Time of Use Service Time of Use rates are optional and are available to residential and nonresidential customers.

13. Load Control and Interruptible Service

Optional Riders for residential load control, interruptible service and standby generator service offer credits for contracting customers who provide a source of capacity to the Company.

14. Breakdown and Standby Service

The Company does not supply breakdown or standby service, and service under its rate schedules may not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

5. Farm and Rural Service

The residential rate schedules are available for service through one meter to the Customer's personal farm residence, and for the usual farm uses outside the dwelling unit, but not for commercial operations selling at retail, or for non-farming operations, or for the processing, preparing, or distributing of products not indigenous to that farm.

The residential farm service customer may, at his option, elect to take the entire service under one of the general service rate schedules, or he may provide separate circuits so that the residential dwelling unit, together with the usual farm uses outside the dwelling unit, can be metered and served under a residential rate schedule, and the other uses under a general service rate schedule.

6. General Service

General service rate schedules are available to the individual customer for any purpose other than those excluded by the availability paragraph of the schedules, and they shall apply to the following:

a. Customers engaging in retail trade or personal service directly with the public such as hotels, motels, boarding houses; ("Boarding House" is defined as an establishment making a business of providing rooms and/or meals to the public in much the same manner as hotels and restaurants; or which has a license for operating such an establishment. This does not include homes taking in a small number of roomers and/or boarders, where the home owner does not depend on the revenue therefrom as a principal source of income.)

b. Hospitals, nursing homes, institutional care facilities;

c. Office buildings, stores, shops, restaurants, service stations, and other commercial establishments;

d. Schools, dormitories, churches, and other nonresidential customers, and other nonindustrial customers;

e. Energy used in a multi-family residential structure (other than the individual housekeeping units), such as hall lighting, laundry facilities, recreational facilities, etc.

f. Miscellaneous services with individual meters serving well pumps, signs, customer-owned lighting, garages, etc. General service rate schedules continue to be available for master-metered apartments constructed prior to October 31, 1980, (or after October 31, 1980 with Commission approval) where the establishment consists of:

a. one or more buildings, each three (3) or less stories in height, of three (3) or more individual apartment living units per building, located on contiguous premises and under single ownership, or

b. a single building, under single ownership, four (4) or more stories in height, containing three (3) or more individual housekeeping units,

provided there is no submetering, resale, conjunctional, or sub-billing, or separate charge to tenants for electricity by the landlord, nor any form of variable rental charge based upon the electric usage by any tenant.

Notwithstanding a. above, 10% or less of the total number of living units being served through the single meter may be of two units per building, but no single-family units which may be among the buildings in the establishment can be served through the single meter. The number of buildings and apartment units to be served through a single meter may not be greater than the number for which the developer has secured a construction loan or permanent mortgage as of the date of the contract, and proof of such commitment may be required. Additional units to be built on the original premises or on an adjoining premises, must be contracted for separately and served through a separate meter and served on the applicable general service rate schedule.

Upon mutual agreement by the Customer and the Company, service will be rendered through a single meter to multiple delivery points, with the Company owning the distribution facilities between the meter and the several delivery points as set forth under the Extra Facilities section of these Service Regulations.

Service through a single meter billed on a general service schedule is available only for general building use and residential use. Any tenant who could otherwise qualify for any of the Company's rate schedules other than residential, must be served separately by the Company.

The landlord must enter into a contract with the Company for each establishment qualifying for the single meter general service rate schedule in a. or b. above, and the contract shall specify the number of buildings and the number of stories and apartment units within each building in the establishment, the total contract demand of the establishment, and the names of streets, roads, or other boundaries of the contiguous premises within which each establishment is located.

Service will be supplied separately to each establishment. The Company shall make the final determination as to what constitutes a single establishment entitled to a service through a single meter at a single delivery point and shall notify the Customer before making a contract with the Customer.

Effective for service on and after November 18, 1991

SCPSC Docket No. 91-216-E

Order No. 91-1022

- d. Extra Facilities. At the request of the Customer, the Company will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage, in accordance with the applicable rate schedule, such additional facilities to be furnished under an "Extra Facilities Clause" added to and made a part of the Company's standard form of contract and containing the following provisions:
- 1) Service shall be used solely by the contracting Customer in a single enterprise located entirely on a single, contiguous premises, and there shall be no exemption from any of the other provisions of these Service Regulations.
 - 2) "Extra Facilities" shall consist of such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, or other equipment installed for the exclusive use of the contracting Customer, other than facilities which the Company would furnish to the Customer without cost under its standard form of contract.
 - 3) The facility to be supplied shall be Company standard overhead transmission or distribution, or transmission and distribution, equipment to be installed only on the Company side of the point of delivery.
 - 4) A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of the facilities, but not less than \$25, shall be billed to the Customer in addition to the billing for energy, or for demand plus energy, in accordance with the applicable rate schedule.
 - 5) The "installed cost of extra facilities" shall be the original cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses, all estimated if not known. The original cost of materials used is the current market price of the equipment at the time the equipment is installed, whether said equipment is new or out of inventory.
 - 6) "Extra Facilities" shall include the installed cost of extra meters and associated equipment necessary to record demand and energy at the voltage delivered to the Customer. Upon mutual agreement between the Customer and the Company, demand and energy may be metered at primary voltage, without compensation for transformer loss, and without inclusion of any part of the metering cost as an extra facility. When extra facilities furnished include a voltage regulator, metering equipment shall be installed on the Company side of the regulator, or if this is not feasible, the meter shall be compensated so as to include registration of the regulator losses.
 - 7) When the extra facilities requested by the Customer consist of those required to furnish service at either more than one delivery point on the premises or at more than one voltage, or both, the installed cost of the extra facilities to be used in the computation of the Extra Facilities Charge shall be the difference between the installed cost of the facilities made necessary by the Customer's request, and the installed cost of the facilities which the Company would furnish without cost to the Customer under its standard form of contract.
 - 8) The Company shall have the option of refusing requests for extra facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the Company's service to other customers.
 - 9) Contracts containing the Extra Facilities clause shall have a minimum original term of 5 years to continue from year to year thereafter, but the Company may require the payment of removal costs in contracts with original terms of 10 years or less, and may require advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.
 - 10) Customers from whom the Company may be furnishing extra facilities under contracts made prior to September 1, 1962 shall be exempted from all provisions of this Extra Facilities Clause except 1) until such time as their contracts may expire, or are terminated by the Customer, or are terminated by the Company for reasons not related to the furnishing of extra facilities.
 - 11) In the event that an existing extra facility must be modified or replaced, whether or not such modification or replacement is requested by the affected extra facility Customer, then the installed cost of extra facilities on which the monthly Extra Facilities Charge is based shall be the installed cost of existing equipment, plus the installed cost of new additions, less the installed cost of equipment removed. The installed cost of existing equipment shall be the same installed cost used for said equipment immediately prior to the modification or replacement. The installed cost of new additions shall be the current market price of said new additions at the time the new additions are installed. The installed cost of equipment removed shall be the same installed cost used for said equipment immediately prior to removal.

15. Temporary Service

Temporary service for construction of buildings or other establishments which will receive permanent electric service from the Company's lines when completed will be provided under Schedule BC if single-phase service is supplied, or under Schedule G if three-phase service is supplied.

Temporary service for construction projects which will not result in permanent electric service, and for rock crushers, asphalt plants, carnivals, fairs, and other nonpermanent installations will be provided on the General Service Schedule where the Customer agrees to pay the actual cost of connection and disconnection. The cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed. A deposit may be required equal to the estimated cost of connection and disconnection plus the estimated billing on the General Service Schedule for the period involved, said deposit to be returned if the contract period is fulfilled.

16. Special Provisions

- a. Service to x-ray, welding and other equipment of this type may be operated by the Customer through his regular service meter when such operation will not adversely affect the quality of service to neighboring customers. For purposes of establishing the contract demand, such equipment will be rated at one KW for each 4 KVA of rated capacity.

If, however, the use of such equipment causes voltage fluctuations detrimental to the service of the Customer or other customers, the Company may set a separate transformer for the exclusive use of the Customer, and extend a separate service to the Customer's premises. This service shall be metered, and shall be billed on the applicable rate schedule. In addition, the Customer shall be billed 30 cents per month per KVA of the separate transformer. In lieu of setting the separate transformer, the Company may require the Customer to either discontinue the operation of the equipment or install the necessary motor-generator set or other apparatus to eliminate the disturbance to other customers.

- b. Fluorescent lamps. Installation of neon, fluorescent, and/or mercury vapor lamps or tubes, or other types or combinations of gaseous discharge lamps having lower power factor characteristics, made, replaced, relocated, or rearranged after December 31, 1940, should be so equipped that the power factor of each unit or group of units shall not be less than approximately 90% lagging. When an installation has a power factor less than approximately 90% lagging, there shall be added to each monthly bill covering such installation an additional fixed charge of 35 cents for each 100 volt-amperes by which the volt-ampere rating of such installation numerically exceeds the watt rating, as obtained by test or from the manufacturers' nameplates.

- c. Optional Schedules. For certain classes of service, optional schedules are available which result in lower average prices to customers because of their usage characteristics. Since this use is under the control of the Customer, the amount of saving, if any, is also under his control and the choice of schedules, therefore, lies with him.

Upon request, investigation will be made and assistance will be given to the Customer in selecting the rate which is most favorable to his condition and to determine whether the rate under which he is being billed is the most advantageous. The Company does not guarantee that each customer will be served under the most favorable rate at all times, and will not be responsible for notifying the Customer of the most advantageous rate. Not more than one change from one optional rate to another will be made within any twelve (12) month period for any customer. When a change is made from an optional rate to another, no refund will be made of the difference in charges under different rates applicable to the same class of service.